

**MEMORANDUM OF UNDERSTANDING
REGARDING MCSO FACIAL RECOGNITION PROGRAM USE OF
DPS SEX OFFENDER REGISTRATION DATA**

This Memorandum of Understanding (MOU) is entered into between the State of Arizona through its Arizona Department of Public Safety, hereinafter referred to as DPS, and Maricopa County through the Maricopa County Sheriff's Office, solely in its capacity at the Arizona Counter Terrorism Information Center (ACTIC), hereinafter referred to as "Agency".

PURPOSE

The Agency and DPS agree to allow the downloading and storage of sex offender registration data from the DPS Sex Offender Compliance Team. Such data will be accessible by Agency personnel participating in the DPS Arizona Counter Terrorism Information Center (ACTIC) for purposes of active criminal investigations. The parties shall discuss and coordinate data exchange on a regular basis. The coordination, dissemination, and use of sex offender registration data for active criminal investigation purposes are recognized as state responsibilities.

AUTHORITY

DPS is authorized and empowered to enter into this IGA pursuant to ARS § 41-1713. Both parties are authorized and empowered to enter into this IGA pursuant to ARS § 11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

PROVISIONS

DPS agrees to provide the Agency's ACTIC based Facial Recognition Unit downloads of Sex Offender registration data: all digital photo images of individuals; their file name and date of image; Sex Offender Registration number; and date of birth on a regular basis to be determined by the parties.

Parties understand and agree that while DPS has the final exclusive right to control access and dissemination of Sexual Offender registration data, DPS will act as the central state repository of this data for purposes of this agreement under the authority of A.R.S. §41-1750.

Sexual Offender registration data obtained pursuant to this agreement shall be used for purposes of active criminal investigations and shall not be further disseminated without written approval of DPS. It is understood that DPS may share Sexual Offender registration data with other law enforcement agencies through the ACTIC to further the purposes of the ACTIC as established by and in accordance with the intergovernmental agreements signed by DPS with participating federal, state, and local law enforcement agencies.

DPS shall have the right, at its own discretion, to modify the storage and organization of Sexual Offender registration data at DPS facilities and at the ACTIC for its own purposes and for fulfilling the purposes of ACTIC.

Nothing in this agreement shall be construed to relieve either party of any obligation or responsibility imposed upon it by law.

If any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

The failure of any party to exercise any right provided for by this agreement shall not be deemed a waiver of any right provided by this agreement.

FINANCING

Each party to this Agreement shall bear its own costs and expenses for the duration of this agreement, including personnel costs.

In no event shall either party charge the other for any administrative fees for any work performed pursuant to this Agreement.

This Agreement shall be subject to available funding, and nothing in this Agreement shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement.

INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 75-5 and 99-04.

RECORD KEEPING

All records regarding this Agreement must be retained for five (5) years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

AUDIT

The ACTIC shall conduct quarterly audits to ensure compliance with the provisions outlined in this agreement.

ARBITRATION

Each party agrees to abide by A.R.S. §12-1518, State and Political Subdivisions; Use of Arbitration.

DURATION

This agreement may be amended or changed only by a written agreement by the parties. All notices required or permitted to be given by one party to another under this agreement shall be sufficient if sent to another party at the respective addresses set forth below or to such other address as the party to receive the notice has designated to the other parties.

Any notice required to be given under this Agreement will be provided by mail to:

DPS

Commander of DPS Intelligence Bureau
Arizona Counter Terrorism Center
P.O. Box 6638 – MD 3900
Phoenix, Arizona 85005-6638

**Maricopa County Sheriff's Office
(MCSO)**

Joseph M. Arpaio
Maricopa County Sheriff
100 W. Washington, Suite 1900
Phoenix, Arizona 85003

TERMINATION/CANCELLATION

This agreement may be terminated by any party at any time on written notice to the other parties not less than thirty (30) days in advance of the termination date.

All parties are hereby put on notice that this contract is subject to cancellation by the Governor for conflicts of interest, pursuant to A.R.S. §38-511.

This agreement constitutes the entire agreement between the parties. All prior agreements, representations, statements, and negotiations are hereby suspended.

DPS CONTRACT # 2009-149

IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

State of Arizona

Maricopa County Sheriff's Office

for By: [Signature]
Roger Vanderpool, Director
Arizona Department of Public Safety

By: [Signature]
Joseph M. Arpaio, Sheriff
Maricopa County Sheriff's Office

Date: 10/26/09

Date: 11/3/09

Approved as to Form:

[Signature]
Assistant Attorney General

Date: 10/23/09